SINGAPORE REPORTS.

HIRALAL BADLO v. REX.

[App. Crim. Juris. (Murray-Aynsley, C. J.)
February 16, 1950]

[Singapore — Magistrate's Appeal No. 194 of 1949]

Prevention of Corruption Ordinance, s. 3(b) — Offering of an inducement to secure release of persons illegally arrested — Favour sought not in relation to affairs of the principal.

In this case the appellant was convicted of corruptly giving the sum of $15.00 to a Corporal in the Regimental Police as an inducement to show favour to the appellant and his friends in relation to his principal's affairs by releasing them from his custody, an offence under s. 3 (b) of the Prevention of Corruption Ordinance (No. 41 of 1937). The appellant and his friends had been arrested by the Corporal on suspicion of possession of stolen property, but in fact they were not in possession of any stolen property.

Held, that as the arrest of the appellant and his friends was illegal the favour sought in this case was not in relation to the affairs of the principal of the Corporal within the meaning of s. 3 (b) of the Prevention of Corruption Ordinance and therefore the conviction of the appellant was wrong and must be quashed.

MAGISTRATE'S APPEAL.

Mark Morrison for the appellant.

A. H. Simpson for the respondent.

Murray-Aynsley, C. J. : — In this case the appellant was charged as follows :—

"You Hiralal Badlo are charged that you, on or about the 11th day of September, 1949, at the Guard Room Selarang Barracks, Changi, Singapore, did corruptly give the sum of $15/- cash to Corporal Stanley Edward Harper of the Regimental Police as an inducement to the said Stanley Edward Harper to show favour to the said Hiralal Badlo, Fakira, Mohamed Ismail, and Abdul Gaffar, in relation to his principal's affairs by releasing the said Fakira, Mohamed Ismail and Abdul Gaffar and thereby committed an offence punishable under Section 3 (b) of the Prevention of Corruption Ordinance No. 41 of 1937."

The facts were as follows. Certain friends of the appellant were arrested by a sentry who, apparently, suspected that they were in possession of stolen property. In point of fact they were not. Later the appellant offered a small inducement to secure their release. In my opinion the arrest was, in the circumstances, illegal. The appellant was charged under Cap. 41 of 1937, section 3 (b).

As the arrest was illegal, in my opinion, the favour sought was not "in relation to the affairs" of the principal of the sentry.

Appeal is allowed and the conviction quashed.

Appeal allowed.

GOH SOO TOON v. YUEN YOKE CHEE.

[Orig. Civ. Juris. (Murray-Aynsley, C. J.) March 2, 1950]
[Singapore — Divorce No. 30 of 1949]

Divorce — Desertion — Separation Deed — Alleged breach of terms of separation deed.

In this case the petitioner brought a petition for divorce based on the ground of the alleged desertion by his wife, the respondent. The parties had, it appeared, entered into a separation deed but the petitioner alleged that both parties had repudiated the agreement. It was alleged that though the husband had not paid the stipulated sums for maintenance the wife had taken no steps to recover them, but had on the contrary, by concealing her whereabouts, made payment difficult, if not impossible.

Held, that in the circumstances there were no grounds for holding that the wife had been guilty of any breach of the terms of the separation deed or that she had by her conduct abrogated the separation deed and therefore the separation deed was still in force and was an absolute answer to the charge of desertion.

PETITION FOR DIVORCE.

John Eber for the petitioner.

Murray-Aynsley, C. J. : — This is a husband's petition based on alleged desertion. It is complicated by the existence of a separation deed entered into by the parties. Matters arising out of a separation deed form a part of the law of contract. The only aspect other than those general to the law of contract is the rule by which the legal obligations arising from such a deed are extinguished by a resumption of cohabitation; a provision to the contrary would, I take it, be contrary to public policy.

Within this limitation such agreements are valid and can be enforced like any other. While such an agreement is in force it is an absolute answer to a charge of desertion. The person charged has merely done what the agreement permitted him to do. However, like any other contract, it can be brought to an end in various ways, e.g. by mutual consent or by repudiation by one party and acceptance of that repudiation by the other. Once this has taken place the matter can be considered simply from the point of view of the law relating to husband and wife.

In the present case it is alleged that both parties have repudiated the agreement; the basis of this allegation is the fact that the husband has not paid the stipulated sums for maintenance and the wife has taken no steps to recover them but has, on the contrary, by concealing her whereabouts, made payment difficult, if not impossible. Be this as it may, I do not consider that the wife has been guilty of any breach of the terms of the agreement nor can I find that she has by her conduct abrogated that agreement. In the circumstances it is still in force and she is entitled to use it in answer to a charge of desertion. In my opinion the petition fails.

Petition dismissed.